## TOWN OF PORTSMOUTH, RHODE ISLAND 2200 EAST MAIN RD. PORTSMOUTH, RI 02871

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## **REQUEST FOR PROPOSAL**

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# PROPOSAL NUMBER – #P23-008 PORTSMOUTH TOWN HALL ROOF REPLACEMENT

# SPECIFICATIONS AND INSTRUCTIONS



# TOWN OF PORTSMOUTH, RI REQUEST FOR PROPOSAL

### PROPOSAL NUMBER – #P23-008 PORTSMOUTH TOWN HALL ROOF REPLACEMENT

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# TOWN OF PORTSMOUTH, RI NOTICE OF REQUEST FOR PROPOSAL Proposal Number – #P23-008 PORTSMOUTH TOWN HALL ROOF REPLACEMENT

Notice is hereby given that sealed proposals will be received at the Finance Office until **1:00 p.m., March 2, 2023**, EST/EDT, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to: the Portsmouth Town Hall Roof Replacement with the specifications and contract documents within.

THERE IS A NON-MANDATORY PRE-BID CONFERENCE AT **2:00 pm EST**, **February 14, 2023** AT THE PORTSMOUTH TOWN HALL, 2200 E MAIN RD, PORTSMOUTH, RI 02871.

Proposals shall be delivered and addressed to the Town Finance Director, 2200 East Main Road, Portsmouth, RI 02871 and shall be labeled "Portsmouth Town Hall Roof Replacement #P23-008," included with the proposal shall be the cost associated with this RFP by 1:00 p.m., March 2, 2023. A bid opening is scheduled for 2:00 p.m. March 2, 2023. Any proposals received before March 2, 2023 will be stored in a secure location until the Proposal opening. Any Proposer who wishes their Proposal to be considered is responsible for making certain their Proposal is received in the Finance Office by the proper time. The Town Finance Director will be the final judge on if a Proposal was delivered on time. Please call the Finance Department at (401) 683-9118 prior to dropping off the Proposal at the Town Hall.

No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Submittal Deadline will be returned unopened. Proposals must bear original signatures and figures.

Ryan Kilpatrick Finance Director

#### INSTRUCTIONS TO PROPOSER

<u>ACCEPTANCE PERIOD</u>. Unless otherwise specified herein, proposals are firm for a period of 10 months (March 2, 2023 to December 2, 2023).

<u>ADDENDA ACKNOWLEDGMENT</u>. Each Proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the Proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Town of Portsmouth, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the Proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Town of Portsmouth, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the Proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made on the lowest qualified bid.

<u>CANCELLATION OF SOLICITATION</u>. The Town of Portsmouth may cancel this solicitation at any time.

<u>COMPLIANCE WITH LAWS.</u> All proposals shall comply with current federal, state, and other laws relative thereto.

<u>DEFINITION OF TERMS</u>. For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. May. Indicates something that is not mandatory but permissible.
- c. **Must/Shall**. Indicates a mandatory requirement. A Proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- d. **Proposer.** The person or firm making the offer.
- e. **Proposal.** The offer presented by the Proposer.
- f. **RFP**. Acronym for Request for Proposal.
- g. **Should**. Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your Proposal.
- h. Submittal Deadline. The date and time on or before all proposals must be submitted.
- i. Successful Proposer. The person, contractor, or firm to whom the award is made.

<u>DOCUMENTS TO BE RETURNED WITH PROPOSAL</u>. Failure to completely execute and submit the required documents before the Submittal Deadline shall render a Proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents to Be Returned" and attached hereto.

<u>INK OR TYPEWRITTEN</u>. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal.

<u>NOMENCLATURES</u>. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the Town of Portsmouth enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit. If there is reason to believe that collusion exists among the Proposers, the Town of Portsmouth may refuse to consider proposals from participants in such collusion.

<u>OPENING OF PROPOSALS</u>. A bid opening is scheduled for **2:00 p.m. March 2, 2023, EST**. All proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers will be read at this meeting. The Proposal will be review and based upon the results of this review, recommendation will be submitted to the Town Council for approval. The top-ranked firm from the list approved by the Council will be contacted for an agreement. If an agreement cannot be reached, negotiations with other firms, in order of their ranking, will be conducted until an agreement can be reached.

a. <u>Postponement of Opening.</u> The Town of Portsmouth reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request for Proposals or subsequent addenda.

<u>PRICES</u>. All Proposals shall give the prices proposed, both in writing and in figures, in a separate, sealed envelope labeled "**Portsmouth Town Hall Roof Replacement #P23-008 Cost**," and shall be signed by the Proposer's authorized representative. Proposal prices shall include everything necessary for the completion and fulfillment of the contract.

<u>PROPOSAL FORMS/SUBMITTAL.</u> Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered.

- a. **Forms**. Proposals must be submitted on preprinted forms supplied herein.
- b. <u>Copies</u>. One (1) original Proposal marked "MASTER," and four (4) identical copies of Proposal and one electronic copy must be submitted on or before the Submittal Deadline.
- c. <u>Discrepancies</u>. If discrepancies are found between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER," the Town of Portsmouth reserves the right to use the original as the Master.

<u>PROPOSAL CONTENT</u>. Proposer must meet the requirements of this RFP and may provide additional related information with his Proposal. The Town of Portsmouth is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Town of Portsmouth.

<u>PROPOSAL MODIFICATIONS</u>. Any Proposer who wishes to make modifications to a Proposal already received by the Town of Portsmouth must withdraw his Proposal in order to make the modifications.

Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Proposal Withdrawal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

<u>PROPOSAL, REJECTION OF.</u> The Town of Portsmouth reserves the right to reject any or all Proposals or any part of a Proposal. The Town of Portsmouth reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the Town of Portsmouth or any other governmental agency. The Town of Portsmouth expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the Town of Portsmouth.

<u>PROPOSAL WITHDRAWAL</u>. Proposers' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Location(s) from which employees will be assigned.
- e. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- f. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- g. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.

Proposer must include in his Proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Proposal. The Town of Portsmouth reserves the right to reject any Proposal based upon the Proposer's prior history with the Town of Portsmouth or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

<u>PROPOSER'S REFERENCES</u>. Proposers shall provide a minimum of five (5) references from similar projects performed for any local government clients within the last five years. Information provided shall include:

- a. Client/Business name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Client/Business project manager name and telephone number.

<u>PUBLIC RECORDS</u>. Rhode Island law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Town of Portsmouth in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain

exemptions to the public records law are statutorily provided. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town of Portsmouth will treat all materials received as public records.

QUALIFICATION OF PROPOSERS. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract for no less than five (5) years' experience for municipalities or the State of RI. The Proposer's experience shall be set forth and submitted on the form provided herewith. It is the intention of the Town of Portsmouth to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, to enable the Proposer to execute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Town of Portsmouth will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Experience," which is a part of the contract documents.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by email or facsimile to The Director of Public Works Brian Woodhead (bwoodhead@portsmouthri.gov), Town of Portsmouth, 2200 East Main Road, Portsmouth, RI 02871, or faxed to (401) 682-1390 from **February 14, 2023 to February 21, 2023** until **1:00 p.m.** The questioner's company name, address, email, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the Town of Portsmouth will be posted on <u>BidNet Direct</u> (<a href="https://www.bidnetdirect.com/rhode-island/portsmouthri">https://www.bidnetdirect.com/rhode-island/portsmouthri</a>). **February 23, 2023 by 4:00 p.m.** These addenda **must** be included with the bidder's Proposal.

<u>REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES</u>. The Town of Portsmouth reserves the right to reject any or all proposals, or any part of a proposal. The Town of Portsmouth reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the Town or any other governmental agency. The Town of Portsmouth expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the Town of Portsmouth.

<u>SELL OR ASSIGN</u>. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Town of Portsmouth.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the Proposal.

<u>SUBMITTAL DEADLINE</u>. The Submittal Deadline is **1:00 p.m., March 2, 2023**. Proposals must arrive in the Finance Office, Town of Portsmouth, 2200 East Main Road, Portsmouth, RI 02871. The receiving time in the Finance Office will be the governing time for acceptability of proposals. Any Proposer who wishes their proposal to be considered is responsible for making certain that their proposal is received in the Finance Office by the proper time. The Town Finance Director will be the final judge on if a proposal was delivered on time. Please call the Finance Department at (401) 683-9118 prior to delivering your proposal to the Town Hall.

<u>TAXES</u>, <u>EXEMPT</u>. The Town of Portsmouth is exempt from Federal Excise and State Sales Tax. If requested, the Town of Portsmouth will furnish exemption certificates when the successful bidder submits invoices for payment.

TERMS OF THE OFFER. The Town of Portsmouth reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's Proposal, and all modifications and clarifications that are submitted at the request of the Town of Portsmouth during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications, and clarifications to the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important and will be relied upon by the Town of Portsmouth in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the Town of Portsmouth of the facts relating to the Proposal.

#### TERMS AND CONDITIONS

<u>ASSIGNMENT OF RIGHTS OR OBLIGATIONS</u>. Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Town of Portsmouth.

<u>ATTORNEY FEES</u>. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

<u>AUTHORITY OF THE TOWN</u>. Subject to the power and authority of the Town of Portsmouth as provided by law in this contract, the Town of Portsmouth shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The Town of Portsmouth shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

<u>CANCELLATION OF THE CONTRACT</u>. *Without cause*, the Town of Portsmouth may cancel this contract at any time with thirty- (30) day's written notice to the supplier/contractor. *With cause*, the Town of Portsmouth may cancel this contract at any time with ten- (10) day's written notice to the Proposer. Cancellation for cause shall be at the discretion of the Town of Portsmouth and shall be, but is not limited to, failure to supply the materials or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the Town of Portsmouth Finance Director.

<u>CHANGES IN WORK</u>. The Town of Portsmouth may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, or make such other changes as the Town of Portsmouth may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Town of Portsmouth. Changes in work and the amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be based on hourly rates of the firm.

<u>COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS</u>. Proposer hereby agrees that the services offered will meet all the requirements of the specifications in this solicitation. Proposer may submit an attachment entitled "Exceptions to Specifications," which must be signed by Proposer's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive.

<u>CONTRACT INCORPORATION</u>. This contract embodies the entire contract between the Town of Portsmouth and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

<u>FORMATION OF CONTRACT</u>. Proposer's signed Proposal and Town of Portsmouth's written acceptance shall constitute a binding contract.

<u>LAWS GOVERNING CONTRACT</u>. This contract shall be in accordance with the laws of the State of Rhode Island. The parties stipulate that this contract was entered into in the county of Newport, in State of Rhode Island. The parties further stipulate that the county of Newport, Rhode Island, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

<u>SEVERABILITY</u>. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

<u>SPECIFICATIONS, CHANGES TO</u>. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

<u>SPECIFICATIONS</u>, <u>DEFINITION</u>. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation.

<u>STANDARD SPECIFICATIONS</u>. The reference "Standard Specifications" as written in this solicitation and the Job Specific Specifications shall mean the Local and State Building Code of Rhode Island and must meet or exceed standards set forth by Rhode Island Building Codes.

#### SPECIAL PROVISIONS FOR SERVICES

<u>CONTRACTOR</u>, <u>DEFINITION</u>. The term "Contractor" refers to the party entering into a contract with the Town of Portsmouth as a result of this solicitation.

COOPERATION BETWEEN CONTRACTORS. The Town of Portsmouth reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are set within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Town of Portsmouth from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

<u>COORDINATION WITH AGENCIES</u>. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

<u>DAMAGE</u>. The Contractor shall be held responsible for any breakage, loss of the Town of Portsmouth's equipment or supplies through negligence of the Contractor or his employee while working on the Town of Portsmouth's premises. The Contractor shall be responsible for restoring or replacing any equipment, facilities, etc., so damaged. The Contractor shall immediately report to the Town of Portsmouth any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

<u>INSURANCE REQUIREMENT</u>. The Successful Proposer(s) shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the Town of Portsmouth whether such operations be by themselves or by anyone directly or indirectly employed by them.

- The amounts of insurance shall be not less than \$1,000,000 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- The Town of Portsmouth shall be named as additional insured on the vendor's General Liability Policy.
- The vendor shall maintain and keep in force such Workers' Compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

#### RIGHTS RESERVED.

- (a) <u>Rejection of Work</u>. Contractor agrees that the Town of Portsmouth has the right to make all final determinations as to whether the work has been satisfactorily completed.
- (b) <u>Completion of Work</u>. If Contractor fails to comply with the conditions of the contract or fails to complete the required work or furnish the required materials within the time stipulated, the Town of Portsmouth reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

#### SCOPE OF SERVICES

The intent of this Request for Proposal (RFP) is for the improvements to the Town Hall. All original documents and drawings shall become the property of the Town after completion of the Bidder's/Proposer's work. The Town intends to recommend award of a contract within 60 days of the bid opening. The Bidder/Proposer shall be prepared to commence work immediately upon execution of a contract with the Town. Awards will not be made to any person, firm or company in default of a contract with the Town of Portsmouth, the State of Rhode Island or the Federal Government. The Town is exempt from all sales and Federal excise taxes. Please bill less these taxes. Unless otherwise specified all costs listed are firm for the term of the contract. Bidder's/Proposer's signed Bid/Proposal and the Town's written acceptance shall constitute a binding contract. The Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

Prevailing Wages: Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables. <a href="http://www.dlt.ri.gov/pw.">http://www.dlt.ri.gov/pw.</a>

Award of Bid: Award will be made on the lowest qualified bid.

Shop Drawings: When stated in the specifications, the successful proposer shall prepare all shop drawings of all items called for, and submit prints, cuts, brochures and the like in duplicate or more, as requested by the Owner, for approval before fabrication and/or installation. Format shall be AutoCAD, two full size copies and one copy in electronic format

#### **TIMELINE**

- The site is open to the public and may be visited by vendors at any time with advance notification.
- Questions regarding this RFP are due in writing no later than 1:00 p.m. EST/EDT on February 21, 2023.
  - Submit questions in writing to the following contact:
    - Contact: Brain Woodhead email: <a href="mailto:bwoodhead@portsmouthri.gov">bwoodhead@portsmouthri.gov</a>
- Responses to all questions will be provided by The Town of Portsmouth no later than **4:00 p.m**. EST/EDT on **February 23, 2023** and will be posted on <u>BidNet Direct</u> (<a href="https://www.bidnetdirect.com/rhode-island/portsmouthri">https://www.bidnetdirect.com/rhode-island/portsmouthri</a>). via addendum.
- Vendor submittals are due no later than 1:00 p.m. EST/EDT on March 2, 2023.

The Town reserves the right to waive any and all informalities and to award the Proposal on the basis of the above procedures to the firm it deems most qualified.

#### **CONTRACT AWARD PROCEDURE**

All bids will be reviewed

At a minimum, provide the following information with your firm's response.

- 1. Resumes/qualifications/work experience of the firm's on-site management personnel who will be involved in these general firm services.
- 2. A listing of other municipalities, if any, and points of contact with whom your firm has worked.
- 3. A description of your recent experience with engineering design projects, public or private.
- 4. A statement that your firm possesses at least five years' experience in providing this type of service.

The Town r	eserves the	right to	waive a	ny an	d all	informali	ties	and	to a	award	the	bid	on	the	basis	of t	he
above proce	dures to the	firm it c	leems m	ost qu	alifi	ed.											

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#### SEPARATE COST PROPOSAL – BID #P23-008

In accordance with the Request for Proposal, the firm listed below is submitting a bid to provide services as requested. The signature below confirms acceptance of the terms and conditions as set forth in this RFP.

#### **ATTACHMENT A**

#### Bid Form: Portsmouth Town Hall Roof Replacement

WHEREAS, the Portsmouth Department of Public Works has duly asked for bids for the supply of goods and/or services in accordance with the aforementioned specifications;

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications/proposal which are hereby incorporated by reference in exchange for the bid price below;

The offer shall remain open and irrevocable until the Portsmouth Department of Public works shall transform the bid into a contract.

(To be completed, notarized and submitted with Proposal)

Company Name:	
Company Address:	
Bidder's Signature:	
Bidder's Printed Name:	
Title:	
Date:	
Telephone Number: Fax Number	
Email:	
Base Bid (Roof Area A,B,C and E per plans) Total Cost: \$	
Base Bid (Roof Area A,B,C and E per Plans) Total Cost in Words:	
Add Alternate #1 Total Cost: \$	
Add Alternate #1 Total Cost in Words:	
Add Alternate #2 Total Cost: \$	
Add Alternate #2 Total Cost in Words:	
Add Alternate #3 Total Cost: \$	
Add Alternate #3 Total Cost in Words:	

#### **Unit Prices Base Bid**

The following are Unit Prices for	specific portions of the	e Work as listed. Un	nit Prices shall be in	nclusive of all sub-
contractor and general contractor	or mark up. The following	ng is the list of Unit F	Prices:	

Unit cost to furnish and install (one) 5/8" thick 4'x8' plywood sheet including removal and disposal of rotted material\_\_\_\_\_

# NON-COLLUSION AFFIDAVIT

# To Be Completed, Notarized, and Submitted with Bid

State of Rhode Island				
County of Newport				
"Proposer, being first duly swor and says that he or she is Owner of the party making the foregoing bid that the bid is not made in of, or on behalf of, any undisclosed person, partnership, company, association, organization, or contact the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall rebidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, commor conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage public body awarding the contract of anyone interested in the proposed contract; that all contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted bid price or any breakdown thereof, or the contents thereof, or divulged information or data relation paid, and will not pay, any fee to any corporation, partnership, company association, organic depository, or to any member or agent thereof to effectuate a collusive or sham bid."				
Date	(Signed at)			
Proposer Name (Person, Firm, Corp.)	Authorized Representative			
Address	Representative's Name			
City, State, Zip	Representative's Title			

# PROPOSER'S STATEMENT REGARDING INSURANCE COVERAGE

PROPOSER HEREBY CERTIFIES that the Proposer has reviewed and understands the insurance coverage requirements specified in the Request for Proposal #P23-008, Portsmouth Town Hall Roof Replacement. Should the Proposer be awarded the contract for the work, Proposer further certifies that the Proposer can meet the specified requirements for insurance and agrees to name the Town of Portsmouth as an Additional Insured for the work specified.

Insurance R	equired:
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- Workers' Compensation in compliance with statutory limits
- Professional Liability Insurance

Name of Proposer (Person, Firm, or Corporation)	
Signature of Proposer's Authorized Representative	
Name & Title of Authorized Representative	
Date Signed	

# PROPOSER STATEMENT OF RELEVANT EXPERIENCE

List five references for which your firm provided engineering services for a municipal or other governmental unit within the last five years.

I hereby certify that I have performed the work listed below.	
Signature of Proposer	

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE